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12 ANEMNESIS, LLC, a California limited liability
13 company; DEVAN DAY, an individual; and
14 BLAKE POWERS, an individual

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16
17 UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 ANEMNESIS, LLC, a California
20 limited liability company; DEVAN
21 DAY, an individual; and BLAKE
22 POWERS, an individual,

23 Plaintiffs,

24 vs.

25 RYAN WADE, an individual; NICK
26 SUDDARTH, an individual; and
27 DOES 1-25, inclusive,

28 Defendants.

CASE NO:

COMPLAINT FOR:

- 1. Fraud**
- 2. Violation of the Computer Fraud and Abuse Act**
- 3. Theft of Trade Secrets**
- 4. Federal Trademark Infringement**
- 5. Common Law Trademark Infringement**
- 6. Conversion**
- 7. Breach of Contract**
- 8. Declaratory Relief**
- 9. Intentional Interference with Business Contracts**
- 10. Unfair Business Acts and Practices in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.**
- 11. Accounting**

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COMPLAINT

1 Plaintiffs ANEMNESIS, LLC, a California limited liability company
2 (“Anemnesis”), DEVAN DAY, an individual (“Day”), and BLAKE POWERS, an
3 individual (“Powers”) (collectively, “Plaintiffs”), by and through their undersigned
4 counsel of record, hereby allege the following:

5 **THE PARTIES**

6 1. Plaintiff Anemnesis is, and at all relevant times herein was, a limited
7 liability company existing under and by virtue of the laws of the State of California,
8 with its principal place of business located at 19275 Bay Street, Sonoma, California
9 95476.

10 2. Plaintiff Day is, and at all relevant times herein was, an individual
11 residing in the County of Napa, State of California.

12 3. Plaintiff Powers is, and at all relevant times herein was, an individual
13 residing in the County of Napa, State of California.

14 4. Plaintiffs are informed and believe and, on the basis of such information
15 and belief, allege that Defendant RYAN WADE (“Wade”) is, and at all relevant times
16 herein was, an individual residing in the County of Napa, State of California.

17 5. Plaintiffs are informed and believe and, on the basis of such information
18 and belief, allege that Defendant NICK SUDDARTH (“Suddarth”) is, and at all
19 relevant times herein was, an individual residing in the County of Maricopa, State of
20 Arizona.

21 6. The true names and capacities of DOES 1 through 25, inclusive, whether
22 individual, corporate, associate or otherwise, are unknown to Plaintiffs at this time,
23 who therefore sue said defendants by such fictitious names, and when the true names,
24 capacities, and relationships of such defendants are ascertained, Plaintiffs will ask
25 leave of Court to amend this Complaint to assert the same.

26 7. Plaintiffs are informed and believes and, on the basis of such information
27 and belief, alleges that each defendant named in this Complaint was, at all times
28 herein mentioned, and now is, the agent and/or employee of each of the other

1 defendants herein, and was at all times acting within the course and scope of said
2 agency and/or employment. When referring to “Defendants” herein, Plaintiffs intend
3 to include Defendants Wade, Suddarth, and all other defendants.

4 **JURISDICTION & VENUE**

5 8. This Court has subject matter jurisdiction over Plaintiffs’ claims pursuant
6 to 15 U.S.C. §§ 1121(a) and 1125(d), and 28 U.S.C. §§ 1331 and 1338(a) and (b),
7 because this lawsuit arises, in part, from a claim for trademark infringement under the
8 Lanham Act. Additionally, this Court has supplemental jurisdiction over all
9 additional non-federal claims, pursuant to 28 U.S.C. § 1367.

10 9. This Court has personal jurisdiction over Defendants because, among
11 other things, Defendants are doing business in the State of California and in this
12 judicial district, the acts of infringement complained of herein occurred in the State of
13 California and in this judicial district, and Defendants have caused injury to Plaintiffs
14 and Plaintiffs’ intellectual property within the State of California and in this judicial
15 district.

16 10. Venue is proper in the Central District of California pursuant to 28
17 U.S.C. § 1391(b) because a substantial part of the events giving rise to the Complaint
18 occurred in this District. Specifically, on or about October 31, 2017, following a
19 show at the Belasco Theater located within the County of Los Angeles, State of
20 California, Defendants engaged in at least some of the wrongful acts alleged herein.

21 **FACTS COMMON TO ALL CAUSES OF ACTION**

22 11. Plaintiff Anemnesis is the true entity by which its members, Plaintiffs
23 Day and Powers, and Defendant Wade, have performed as the electric dance music DJ
24 group Helicopter Showdown since at least as early as June of 2013.

25 12. To date, Helicopter Showdown has performed sold out shows at world
26 famous venues across the country, including at the House of Blues in Las Vegas, NV,
27 the Knitting Factor in New York City, NY, and the Fonda Theater in Hollywood, CA.

28 13. Plaintiffs have obtained and own the following digital assets:

- 1 a. a Gmail Account located at <helicoptershodown@gmail.com>;
- 2 b. a Facebook Account located at
<<http://www.facebook.com/helicoptershodown>>
- 3 c. an Instagram Account located at
<www.instagram.com/helicoptershodown>;
- 4 d. a Twitter Account located at <<https://twitter.com/helishowdown>>; and
- 5 e. a SoundCloud Account located at
<<https://soundcloud.com/helicoptershodown>> (collectively, the “Digital
6 Accounts”)

7
8 14. On or about February 25, 2014, Plaintiffs also obtained registration in the
9 word mark “HELICOPTER SHOWDOWN” in International Class 041, which bears
10 registration number 4,488,439 (the “Mark”). A true and correct copy of Plaintiffs’
11 Certificate of Registration of the Mark is attached hereto as Exhibit “A” and
12 incorporated herein by this reference.

13
14 15. In or about September or October of 2017, a serious dispute arose
15 between Plaintiffs Day and Powers, on the one hand, and Defendant Wade, on the
16 other. Namely, Plaintiffs Day and Powers discovered that Defendant Wade had taken
17 for himself money due and owing to Plaintiffs for shows previously performed, and
18 was independently and improperly exploiting the Mark without authorization from
19 Plaintiffs.

20
21 16. When the parties attempted in or about October of 2017 to resolve the
22 dispute, Defendant Wade suggested bringing Defendant Suddarth into their
23 discussions, to purportedly assist the parties with resolving their dispute. However,
24 Plaintiffs are informed and believe and, on the basis of such information and belief,
25 herein allege that Defendants Wade and Suddarth conspired together to further harm
26 Plaintiffs.

27
28 17. In furtherance of this plan, Defendant Suddarth convinced Plaintiffs in or
about October 2017 to change the user name and password to each of the Digital

1 Accounts to something that “everyone could agree on.” After Plaintiffs agreed to do
2 this, Defendant Wade gained access to the Digital Accounts, and exceeded the scope
3 of his authorized access by changing the username and password for each Account on
4 or about November 7, 2017 and taking unauthorized control.

5 18. On the very same day, November 7, 2017, Defendant Wade fraudulently
6 transferred ownership of the Mark from Plaintiff Anemnesis to himself without
7 Plaintiffs’ knowledge or authorization.

8 19. On or about February 26, 2018, Plaintiffs sent Defendants Wade and
9 Suddarth a final demand letter, setting forth the scope of Plaintiffs’ claims resulting
10 from Defendants’ actions, and demanding that Defendants cease and desist from the
11 same.

12 20. In response, on or about March 28, 2018, Defendant Wade proceeded to
13 fraudulently register an identical business entity known as Anemnesis, LLC with the
14 State of California, for the sole purpose of confusing the public and frustrating
15 Plaintiffs’ efforts to bring claims against Defendants by and through Plaintiff
16 Anemnesis. Plaintiffs are informed and believe and, on the basis of such information
17 and belief, herein allege that Defendant Wade is advertising, distributing, marketing,
18 promoting, offering for sale, and/or selling competing DJ services under this identical
19 business entity.

20 21. Accordingly, this Complaint necessarily results.

21 **FIRST CAUSE OF ACTION**

22 **Fraud**

23 **(By Plaintiffs Against All Defendants)**

24 22. Plaintiffs repeat, reallege, and incorporate herein by this reference each
25 and every allegation contained in ¶¶ 1 through 21, as though set forth in full herein.

26 23. Plaintiffs have discovered that Defendants made intentionally false and
27 fraudulent representations to Plaintiffs regarding the Digital Accounts, including,
28 without limitation, representing that Defendant Wade would not exceed the scope of

1 his authorization to access the Digital Accounts if the username and password for each
2 account was changed to something that “everyone could agree on.”

3 24. Defendants representations were, in reality, false, as evidenced by the
4 fact that Defendant Wade exceeded the scope of his authorization to access the Digital
5 Accounts by changing the username and password for each one less than one month
6 after Defendants represented that Defendant Wade would not do so.

7 25. Defendants knew their representations to Plaintiffs were false when
8 made, but made them anyway in an effort to have the usernames and passwords for
9 the Digital Accounts changed to something that Defendant Wade knew and could
10 thereafter change for himself.

11 26. Defendants made their false and fraudulent representations with the
12 intent to defraud and deceive Plaintiffs, and with the intent to induce Plaintiffs to
13 change the usernames and passwords to something Defendant Wade knew and could
14 thereafter change for himself, as evidenced, in part, by the fact that Defendant
15 Suddarth, in as recently as February 2018, was posting information to Facebook
16 regarding his partnership with Defendant Wade acting, without authorization, as
17 Helicopter Showdown via the stolen Digital Accounts.

18 27. When Defendants made such representations, Plaintiffs were unaware of
19 the falsity of the same, and believed such false and fraudulent representations to be
20 true.

21 28. In reliance on such representations, Plaintiffs were induced into changing
22 the usernames and passwords for the Digital Accounts to something that Defendant
23 Wade knew and could thereafter change for himself.

24 29. As a direct and proximate result of Defendants’ intentional
25 misrepresentations as alleged herein, Plaintiffs have suffered damages in an amount to
26 be proven at trial, plus interest thereon at the maximum rate allowed by law.

27 30. Defendants’ acts as alleged herein were willful, wanton, malicious, and
28 oppressive, and justify an award of exemplary and punitive damages in an amount to

1 be determined at trial.

2 **SECOND CAUSE OF ACTION**

3 **Violation of the Computer Fraud and Abuse Act**

4 **(By Plaintiffs Against All Defendants)**

5 31. Plaintiffs repeat, reallege, and incorporate herein by this reference each
6 and every allegation contained in ¶¶ 1 through 30, as though set forth in full herein.

7 32. Plaintiffs' Digital Accounts are involved in interstate and foreign
8 commerce and communication, and are therefore protected under 18 U.S.C. §
9 1030(e)(2).

10 33. Plaintiffs are informed and believe and, on the basis of such information
11 and belief, herein allege that Defendant Wade, with assistance from Defendant
12 Suddarth, knowingly and intentionally accessed Plaintiffs' Digital Accounts without
13 authorization or in excess of authorization granted to them by Plaintiffs.

14 34. Plaintiffs are informed and believe and, on the basis of such information
15 and belief, herein allege that, after gaining unauthorized access to Plaintiffs' Digital
16 Accounts, Defendant Wade, with assistances from Defendant Suddarth, changed the
17 username and/or access password for each such account.

18 35. Defendants knowingly, willfully, and with the intent to defraud Plaintiffs,
19 trafficked in login information through which the Digital Accounts were accessed
20 without authorization, affecting interstate commerce.

21 36. Defendants' unlawful conduct has damaged Plaintiffs, in the form of lost
22 monies invested into building and promoting the Digital Accounts, and lost monies
23 from lost performance and/or booking opportunities, in an amount to be determined at
24 trial.

25 37. Plaintiffs also seek compensatory and other equitable relief under 18
26 U.S.C. § 1030(g) in an amount to be proven at trial.

27 38. Plaintiffs have suffered irreparable and incalculable harm and injury
28 resulting from Defendants' unlawful conduct, which harm will continue unless

1 Defendants are enjoined from taking any further action regarding the Digital
2 Accounts. Plaintiffs have no adequate remedies at law.

3 **THIRD CAUSE OF ACTION**

4 **Theft of Trade Secrets**

5 **(By Plaintiffs Against All Defendants)**

6 39. Plaintiffs repeat, reallege, and incorporate herein by this reference each
7 and every allegation contained in ¶¶ 1 through 38, as though set forth in full herein.

8 40. At all relevant times, Plaintiffs were the true owners of the account
9 access information, and followers, subscribers, and/or viewers of each Digital
10 Account (collectively, “Trade Secrets”).

11 41. Plaintiffs’ Trade Secrets derived independent economic value from not
12 being independently known or readily ascertainable to persons without access to the
13 Digital Accounts, and from the time, effort, and resources that Plaintiffs invested to
14 develop such Trade Secrets.

15 42. At all relevant times, Plaintiffs used reasonable efforts to maintain the
16 secrecy of their Trade Secrets, including, without limitation, by refusing to provide
17 Defendant Wade with account access information to the Digital Accounts until
18 Defendants essentially pleaded with Plaintiffs to be granted such access.

19 43. Defendants had a duty to maintain the secrecy of Plaintiffs’ Trade
20 Secrets, and not use them for Defendants’ own benefit. This duty arose, without
21 limitation, from Defendant Wade’s position as a member of Plaintiff Anemnesis, and
22 from Defendant Suddarth’s position as someone brought in to help “mediate” the
23 parties’ dispute.

24 44. Defendants have misappropriated and improperly used Plaintiffs’ Trade
25 Secrets by, among other things: (i) gaining unauthorized access to the Digital
26 Accounts; and (ii) utilizing the Digital Accounts to market the availability of
27 Defendant Wade’s independent DJ services, in direct competition with Plaintiffs.

28 45. Plaintiffs are informed and believe and, on the basis of such information

1 and belief, herein allege that Defendants' acts were willful, malicious, and fraudulent,
2 and therefore entitle Plaintiffs to both exemplary damages under California Civil Code
3 § 3426.3(c), and attorneys' fees under California Civil Code § 3426.4.

4 46. Unless Defendants are enjoined from taking any further action regarding
5 the Digital Accounts, Defendants misappropriation of Plaintiffs' Trade Secrets will
6 continue to cause great and irreparable harm to Plaintiffs. Plaintiffs have no adequate
7 remedies at law.

8 **FOURTH CAUSE OF ACTION**

9 **Federal Trademark Infringement**

10 **(By Plaintiffs Against Defendant Wade and DOES 1-15)**

11 47. Plaintiffs repeat, reallege, and incorporate herein by this reference each
12 and every allegation contained in ¶¶ 1 through 46, as though set forth in full herein.

13 48. The actions of Defendant Wade as alleged herein, specifically, without
14 limitation, his unauthorized use of the Mark in commerce to advertise, promote,
15 market, and/or sell his independent, and directly competitive, DJ services constitutes
16 trademark infringement in violation of 15 U.S.C. § 1114 and 1125(a).

17 49. As a direct and proximate result of Defendant Wade's actions as alleged
18 herein, Plaintiffs are entitled to recover damages in an amount to be determined at trial,
19 profits made by Defendant Wade in advertising and selling his independent, and
20 directly competitive, DJ services, and the costs of this action.

21 50. Plaintiffs are informed and believe and, on the basis of such information
22 and belief, herein allege that Defendant Wade's actions were undertaken willfully and
23 with the intention of causing confusion, mistake, or deception, making this an
24 exceptional case entitling Plaintiffs to recover additional treble damages and
25 reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

26 51. Defendant Wade's actions, if not enjoined, will continue. Accordingly,
27 Plaintiffs are entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

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FIFTH CAUSE OF ACTION

Common Law Trademark Infringement

(By Plaintiffs Against Defendant Wade and DOES 1-15)

52. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in ¶¶ 1 through 51, as though set forth in full herein.

53. Plaintiffs own and enjoy common law trademark rights in the name “Anemnensis” (the “Common Law Mark”), by virtue of Plaintiffs’ continuous use of such name through operation of Helicopter Showdown via Plaintiff Anemensis. Plaintiffs’ rights in the Common Law Mark are superior to any rights that Defendant Wade may purport to independently possess in an identical name.

54. Defendant Wade's use of the Common Law Mark in his intentional registration of a business entity named Anemnesis, LLC, which was formed to advertise, distribute, market, promote, offer for sale, and/or sell competing DJ services, is likely to cause confusion and, upon information and belief, has caused confusion as to the source of Plaintiffs' own DJ services.

55. By reason of Defendant Wade's actions alleged herein, Plaintiffs have suffered, and will continue to suffer, irreparable injury to their rights, and have suffered, and will continue to suffer, substantial loss of goodwill and loss in the value of the Common Law Mark, unless and until Defendant Wade is enjoined from continuing his wrongful acts under his identical business entity.

56. As a direct and proximate result of Defendant Wade's actions as alleged herein, Plaintiffs are entitled to recover damages in an amount to be determined at trial, and the costs of this action.

SIXTH CAUSE OF ACTION

Conversion

(By Plaintiffs Against Defendant Wade and DOES 1-15)

57. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in ¶¶ 1 through 56, as though set forth in full herein.

58. At all relevant times, Plaintiffs were, and still are, entitled to possession of the Digital Accounts, as well as revenues for shows that Defendant Wade was not entitled to.

59. Plaintiffs are informed and believe and, on the basis of such information and belief, herein allege that Defendant Wade has wrongfully converted the Digital Accounts and revenues for his own use and benefit.

60. As a direct and proximate result of Defendant Wade's conversion of the Digital Accounts and revenues, Plaintiffs have suffered damages in an amount to be determined at trial.

61. Plaintiffs are informed and believe and, on the basis of such information and belief, herein allege that Defendant Wade's aforementioned acts were willful, wanton, malicious, and oppressive, and were undertaken with the intent to defraud Plaintiffs, and therefore justify the imposition of exemplary and punitive damages.

SEVENTH CAUSE OF ACTION

Breach of Contract

(By Plaintiffs Against Defendant Wade and DOES 1-15)

62. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in ¶¶ 1 through 61, as though set forth in full herein.

63. Commencing in or about June of 2013, Plaintiffs and Defendant Wade entered into an implied-in-fact agreement (the “Agreement”), whereby Defendant Wade agreed to participate in all aspects of Plaintiffs’ creation of recorded music, and performance of live music at shows of all sizes. The Agreement is evidenced by the fact that Defendant Wade willingly participated in all aspects of the Helicopter Showdown band until the parties’ dispute in or around the end of 2017.

64. Plaintiffs have performed all terms, conditions, and covenants of the Agreement. Notwithstanding the terms of the Agreement, Defendant Wade materially breached the Agreement by, without limitation: (a) refusing to distribute monies due and owing to Plaintiffs; (b) intentionally frustrating Plaintiffs' ability to book and

1 travel to shows; (c) refusing to allow Plaintiffs' the ability to access the Digital
2 Accounts; and (d) by generally refusing to cooperate with Plaintiffs in the recording
3 and performance of Plaintiffs' music. As a result of Defendant Wade's material
4 breach of the Agreement, Plaintiffs have lost revenue, and have therefore been
5 damaged in an amount to be determined at trial.

6 65. Plaintiffs have made repeated demands upon Defendant Wade regarding
7 lost revenue owed from shows performed, and regarding the return of possession of
8 Plaintiffs' Digital Accounts. Defendant Wade has failed to address such demands,
9 however, and there is now due, owing, and unpaid from Defendant Wade to Plaintiffs
10 an amount to be determined at trial.

11 **EIGHTH CAUSE OF ACTION**

12 **Declaratory Relief**

13 **(By Plaintiffs Against All Defendant Wade and DOES 1-15)**

14 66. Plaintiffs repeat, reallege, and incorporate herein by this reference each
15 and every allegation contained in ¶¶ 1 through 65, as though set forth in full herein.

16 67. An actual controversy exists between Plaintiffs and Defendant Wade
17 regarding ownership of the Mark.

18 68. An actual controversy exists between Plaintiffs and Defendant Wade
19 regarding ownership of the Common Law Mark, and Defendant Wade's continued
20 right to operate an identical business entity bearing the Common Law Mark.

21 69. Plaintiffs reasonably anticipate litigation regarding the Mark and
22 Defendant Wade's use of the Common Law Mark on an identical business entity,
23 based upon the wrongful conduct of Defendant Wade. Accordingly, Plaintiffs request
24 that this court grant declaratory relief, declaring that Plaintiffs are the true and rightful
25 owners of the Mark, and that Defendant Wade's efforts to transfer ownership of the
26 Mark from Plaintiffs to himself should be cancelled. Plaintiffs further request that this
27 court grant declaratory relief, declaring that Plaintiffs are the true and rightful owners
28 of the Common Law Mark, and that Defendant Wade's efforts to form an identical

1 business entity bearing the Common Law Mark should be reversed.

2 Plaintiffs are informed and believe and, on the basis of such information
3 and belief, herein allege that Defendant's wrongful activities have caused, and unless
4 enjoyed by this Court will continue to cause, irreparable injury and other damages to
5 Plaintiffs' business, reputation, and goodwill. Plaintiffs have no adequate remedy at
6 law.

7 **NINTH CAUSE OF ACTION**

8 **Intentional Interference with Business Contracts**

9 **(By Plaintiffs Against Defendant Wade and DOES 1-15)**

10 Plaintiffs repeat, reallege, and incorporate herein by this reference each
11 and every allegation contained in ¶¶ 1 through 70, as though set forth in full herein.

12 At all relevant times, Plaintiffs had validly enforceable contracts with
13 venues for upcoming shows in which Plaintiffs were to perform.

14 Defendant Wade was aware of these existing agreements by virtue of his
15 position as a member of Plaintiff Anemnesis.

16 Defendant Wade intended to, and did, disrupt the full and complete
17 performance of Plaintiffs' contractual relationships, by, among other things,
18 cancelling such shows without Plaintiffs' authorization.

19 As a direct and proximate result of Defendant Wade's conduct, Plaintiffs
20 have suffered monetary damages in an amount to be proven at trial.

21 **TENTH CAUSE OF ACTION**

22 **Unfair Business Practices In Violation of**
23 **Cal. Bus. and Prof. Code §§ 17200, et seq.**

24 **(By Plaintiffs Against All Defendants)**

25 Plaintiffs repeat, reallege, and incorporate herein by this reference each
26 and every allegation contained in ¶¶ 1 through 75, as though set forth in full herein.

27 Defendants' conduct, as alleged herein, violates California law, and thus
28 constitutes unfair and unlawful business acts and practices, in violation of California

Business and Professions (“Cal. Bus. and Prof.”) Code §§ 17200, *et seq.*

78. A violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.* may be predicated on violation of any state or federal law. In the instant case, Defendants actions in, among other things, actually, or assisting in, exceeding the scope of authorized access to the Digital Accounts by changing the username and password for each one, violated, *inter alia*, the Computer Fraud and Abuse Act.

79. Plaintiffs have been personally aggrieved by Defendants' unlawful business acts and practices, as alleged herein, including, without limitation, through the loss of money and/or property.

80. Pursuant to Cal. Bus. and Prof. Code §§ 17200, *et seq.*, Plaintiffs are entitled to an award of reasonable attorneys' fees pursuant to CCP § 1021.5 and other applicable laws, as well as an award of costs.

ELEVENTH CAUSE OF ACTION

Accounting

(By Plaintiffs Against Defendant Wade and DOES 1-15)

81. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in ¶¶ 1 through 80, as though set forth in full herein.

82. Defendant Wade owes a duty to account to Plaintiffs for any and all expenses, profits, and other monies incurred or generated in connection with his involvement in, and participation with, Helicopter Showdown.

83. Plaintiffs have demanded an accounting of such aforementioned expenses, profits, and other monies incurred or generated in connection with Defendant Wade's involvement in, and participation with, Helicopter Showdown, but Defendant Wade has failed and refused, and continues to fail and refuse, to provide such an accounting.

84. As a result of Defendant Wade's refusal to provide access to books and records evidencing such aforementioned expenses, profits, and other monies incurred or generated, Plaintiffs are informed and believe and, on the basis of such information

and belief, herein allege that Defendant Wade has received profits and/or other monies due and owing to Plaintiffs.

85. The precise amount of any profits and/or other monies due and owing from Defendant Wade to Plaintiffs cannot be readily ascertained at this time without a full accounting thereof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For temporary injunctive relief;
 2. For permanent injunctive relief;
 3. For a declaration of the rights and obligations of the parties as it relates to ownership of the Mark and the Common Law Mark;
 4. For an accounting between Plaintiffs and Defendants of all books and records pertaining to the Helicopter Showdown;
 5. For general damages in an amount to be proven at trial;
 6. For special damages in an amount to be proven at trial;
 7. For treble damages in an amount to be proven at trial;
 8. For punitive and/or exemplary damages in an amount to be proven at trial;
 9. For reasonable attorneys' fees and costs of suit incurred herein;
 10. For pre-judgment interest according to proof at trial; and

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11. For such other and further relief as this Court deems just and proper.

Dated: April 6, 2018

Respectfully submitted,
ALTVIEW LAW GROUP, LLP

By: /s/ John Begakis
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ANEMNESIS, LLC, a California limited
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